

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-04162

Applicant Kingston District Council and the Australian Workers Union SA Branch

Orders - Approval of Enterprise Agreement Kingston District Council Enterprise Agreement No.11 (2020)

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 28 January 2021 and have a life extending until 4 September 2022.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

Commissioner Cairney

29 Jan 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



KINGSTON DISTRICT COUNCIL

ENTERPRISE AGREEMENT NO. 11 (2020)

CLAUSE 1 - TITLE

This Agreement shall be known as the Kingston District Council Enterprise Agreement No. 11 (2020)

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

- “Agreement” – means the Kingston District Council Enterprise Bargaining Agreement No.11 (2020).
- “Award” – means the Local Government Employees Award an Award of the South Australian Industrial Relations Commission.
- “AWU” – means Amalgamated AWU (SA) State Union
- “Consultation” – is the process which will have regard to employers and employees interests in the formulation of plans which have a direct impact upon them. It provides employers and employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

The Workplace Consultative Committee is a principle forum for consultation to occur between the parties.

- “Council” – means the Kingston District Council
- “Employee” – means an employee of the Council who performs work covered by this Agreement and the above Award
- “Employer” – means the Kingston District Council
- “Employee Representative” – means a person nominated by an employee to represent their interests in any matter pertaining to their work or the operation of this Agreement.
- “Immediate Family” shall be the employees spouse and children, parents, grandparents, grandchildren or siblings of the employee or the spouse of the employee.
- “Management Representative” – means employees nominated to represent the interests of the employer
- “Programmed Overtime” – means overtime that has been previously advised by the employer and is calculated each year of operation of this Enterprise Agreement.
- “Salary” shall mean total income including superannuation payment, use of motor vehicle (where it is in lieu of overtime worked or part of salary package), regular overtime and regular shift penalties and allowances.
- “Workplace Representative” – means a person elected by the membership of the Amalgamated AWU (SA) State Union

CLAUSE 4 - PARTIES BOUND

This Agreement is binding upon:

- 4.1 The Kingston District Council in respect of its employees engaged under the Local Government Employees Award
- 4.2 The Amalgamated AWU (SA) State Union, in respect of its members employed by the Kingston District Council under the Local Government Employees Award.
- 4.3 Other employees employed by the Kingston District Council under the Local Government Employees Award.

CLAUSE 5 - OBJECTIVES OF THE AGREEMENT

- 5.1 The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Kingston District Council.
- 5.2 The objectives are to:
 - 5.2.1 Encourage and develop a higher level of skill, innovation and excellence amongst all employees.
 - 5.2.2 Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
 - 5.2.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
 - 5.2.4 Promote measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs, which provide a safer and more enjoyable working environment.
 - 5.2.5 To promote a higher standard of excellence in the delivery of services in all areas of Council operations.
 - 5.2.6 Ensure adherence to the Local Government Employees Award, this Agreement, Council Policies and all Statutory provisions.
 - 5.2.7 Eliminate unproductive time.
 - 5.2.8 Provide employees with a quality of work environment and with improved job satisfaction.
 - 5.2.9 Promote open and honest communication in all aspects of Council operations.

5.2.10 Work towards establishing realistic performance indicators to assist with the continued development of the staff appraisal scheme, to achieve real and lasting improvements in efficiency, flexibility and productivity.

5.2.11 Encourage all employees to continually review job processes and promote job redesign as a means to achieving efficiency and productivity in the workplace.

5.2.12 Continue to review and upgrade equipment requirements to meet the changing needs of the workplace.

5.2.13 Promote and provide a high level of customer service and public relations.

CLAUSE 6 - PERIOD OF OPERATION

6.1 This Agreement shall commence from the date of certification and remain in force until 4 September 2022 .

6.2 This Agreement will be reviewed and renegotiated during the final six months of the Agreement.

CLAUSE 7 - RELATIONSHIP TO CURRENT AWARD

7.1 This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 8 - AWARD VARIATIONS

8.1 The AWU and employees undertake that during the period of operation of the Agreement there shall be no further wage increase, sought, or granted, except for those provided under the terms of this Agreement.

CLAUSE 9 - SUCCESSION PLANNING/MULTI SKILLING

9.1 Succession Planning

A culture which encourages and supports succession planning should be developed at all levels, with shared responsibility for succession planning across the organisation, which include a willingness to multi-skill, to increase personal knowledge and to proactively share information with others.

The Objectives of the succession planning process are that it should:

- Meet current and evolving organisation needs; and
- Address the relevant career aspirations and development preferences of employees, and
- Develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the Kingston District Council and the achievement of real and sustainable improvement in productivity and
- Be relatively simple and flexible and
- Be developed with clear objectives, timeframes and ongoing evaluation, built into the process.

The succession planning process is to be informed by:

- Collaboration and consultation across the whole organization.
- The performance management process as a starting point for considering the performance and potential of all employees.
- A focus on identifying a robust field of potential internal candidates for leadership roles and should not involve the development of lists or 'queues' for promotion, which would conflict with an appropriate merit value approach.
- Participation in the ongoing development of a multi-skilled workforce through education and appropriate training. Existing recruitment, performance management, learning and development, leadership development and career planning initiatives.

9.2 Multi Skilling

All parties recognise it is desirable for staff to continue to familiarise themselves with duties of other employees. This allows them to readily take on such duties whilst other employees are absent on leave or for other purposes, where the employee possesses the requisite skills and knowledge to perform the duties. This of course will be subject to work health and safety requirements being met and the provision of the Award relating to higher duties shall apply.

CLAUSE 10 - CONSULTATIVE MECHANISMS

10.1 A Workplace Consultative Committee consisting of:

- 10.1.1 At least three representatives comprising of a combination of workplace and employee representatives, as defined, to represent the interests of employees, shall negotiate with the Employer Representative/s and agree upon the Enterprise Agreement terms and conditions.

- 10.2 Following the Agreement's certification, the Committee shall meet on a three monthly basis, or, by a mutually agreed variation of meeting frequency, to discuss the operation of the Agreement and issues relating to productivity, efficiency, and working conditions.
- 10.3 The parties agree that consultation is viewed as essential to any change. Council recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.
- 10.4 Council is committed to ensure that there is opportunity for employees to be involved and express their opinions before changes occur that are likely to have an impact on their workplace and their jobs, and therefore is committed to the consultation process.
- 10.5 Any improvements in productivity resulting from this process should be documented and taken into account in future rounds of enterprise bargaining negotiations.
- 10.6 After consulting with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.

CLAUSE 11 - CHANGE MANAGEMENT

- 11.1 The parties recognise that ongoing change is a feature of the work environment and Local Government, and that appropriate management of change is essential.
- 11.2 For the purposes of this Agreement "change" is deemed to include but is not limited to any or all of the following:
- Legislative changes affecting Local Government
 - Functional and structural reform
 - Change to work practices
 - Introduction of new technology and equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Consideration of alternative service delivery
- 11.3 As soon as change is considered, there should be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change.

- 11.4 The Chief Executive Officer shall be responsible for overseeing Change Management in the Council.
- 11.5 These clauses are to be read in conjunction with the Award. Further, nothing in these clauses is to imply that the AWU is in any way excluded from any consultative process.

CLAUSE 12 - COMMUNICATIONS

- 12.1 Council and employees recognise the need to maximise communication to enhance efficiency by service delivery in all areas of Council operations. To ensure the communication is maximised, regular staff meeting will be held including:
- Toolbox meeting
 - Organisational staff meetings
 - Team Leader briefings.

These meetings will assist in enhancing communications between management and employees.

CLAUSE 13 - DISPUTE RESOLUTION

13.1 General

The following procedure will be used in the event of a dispute arising between the employer and employee about any aspect pertaining to this Agreement:-

- 13.1.1 Where an employee is unhappy about a decision that has affected him/her or the employee believes that he/she has not been dealt with in a fair or equitable manner, the employee(s) and/or Enterprise representative will contact the relevant Manager or CEO and attempt to settle the issue at that level.
- 13.1.2 If the issue is unable to be settled, the employee(s) and their nominated representative will meet with the Chief Executive Officer.
- 13.1.3 If the matter remains unsettled, the employer and employee may seek resolution, within jurisdictional parameters, through either the SA Employment Tribunal or an Alternative Dispute Resolution provider agreed by the parties.

13.2 Enterprise Agreement

Any dispute arising from the operation of this Agreement shall be dealt with through the following steps:

- 13.2.1 Any dispute shall be notified to the Enterprise Agreement Committee, which shall assist in resolving the matter through investigating the issue(s), examining the intent of the operation of such Clause found to be in dispute, agree on its correct application, where possible, and make recommendations for action by the Chief Executive Officer.
- 13.2.2 If matters remain unresolved, employee(s) shall in the first instance seek to resolve any dispute with the Chief Executive Officer. Conversely, the Chief Executive Officer shall seek to resolve any dispute directly with the employee(s) concerned. The employee may seek to have representation in any discussions by a person of their choice.
- 13.2.3 If the issue remains unresolved, either party may refer the matter to the SA Employment Tribunal for conciliation and if necessary, arbitration. Both parties shall endeavour to have a hearing as soon as possible. The parties recognise that they may exercise their right to appeal the decision
- 13.2.4 While the dispute remains unresolved Status Quo shall remain unless a bonafide situation occurs that is a WHS risk to an employee.
- 13.2.5 None of the above precludes an employee from contracting their employee representative or Union Official at any time.

CLAUSE 14 - EMPLOYEE PROTECTION

- 14.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement such as, hours of work, annual leave or long service leave, as established in National Employment Standards.
- 14.2 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other Council's during the life of this Agreement. Natural attrition and voluntary redundancies shall be the only means of adjustment in those situations where positions are no longer required by the Council.

CLAUSE 15 – VOLUNTARY SEPARATION PACKAGE

Should an employee be offered a voluntary separation package, such package shall compromise:

- 15.1 The payment of eight (8) week's pay (based on total salary) in lieu of notice.
- 15.2 A redundancy payment at a rate of three (3) weeks remuneration per year of continuous service with the Kingston District Council and for partly completed years of service a pro-rata amount of three (3) weeks remuneration for the completed weeks of service, being to a maximum of 104 weeks in total.
- 15.3 The amount of the voluntary separation package shall be determined by the salary immediately prior to separation, as per the definition contained in Clause 3 "salary".
- 15.4 The employer will pay all costs on production of receipts for outplacement counselling to assist the employee to find alternative employment for the first five(5) outplacement counselling services, only, and in which time these services must have been undertaken within three (3) months of termination of employment.

CLAUSE 16 - RESOURCE SHARING

- 16.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 16.2 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued; as a result of resource sharing as it relates to this Agreement.

CLAUSE 17 – SUPERANNUATION

17.1 Superannuation

17.1.1 “Choice of Funds” Legislation allows employees to nominate an alternative complying Superannuation Fund for their superannuation contributions. The employer will pay occupational superannuation in respect to the Act and of each employee into a Superannuation Scheme of their choice; subject to:

17.1.1.1 The default complying Scheme will be the Local Super Division of Statewide Super; and

17.1.1.2 If an employee wishes to make payment to an alternative complying Scheme, written advice will be required from that employee; and

17.1.1.3 An employee can only make one amendment on an annual basis to direct payments to an alternative complying Scheme.

17.2 Salary Sacrificing

17.2.1 Employees will be able to apply on an annual basis with respect to their salary payments where an employee may elect to take a mixture of cash and non-cash benefits.

17.2.2 The Salary payments taken by employees as non-cash benefits shall not exceed twenty five percent of the employees gross salary unless approved by the Chief Executive Officer.

17.2.3 Where an employee elects to take a non-cash benefit the employee must sacrifice gross salary to cover the value of the non-cash benefit and fringe benefits tax or other costs applicable.

17.2.4 The employees substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

17.2.5 For the purpose of this Agreement, and subject to the provisions of the clause contained herein:

17.2.5.1 Non-cash benefits which do not attract fringe benefits tax or other taxes or costs will be available to employees upon application; and

- 17.2.5.2 Non-cash benefits which attract fringe benefits tax or other taxes or costs will be available to employees upon application and subject to the approval of the Chief Executive Officer. The employee shall be responsible for costs associated with FBT and taxation.

CLAUSE 18 - DIRECT PAYMENT

- 18.1 The employer shall make payment of wages to all employees covered by this Agreement by way of electronic transfer to the employee's bank or other recognised financial institution.

CLAUSE 19 - WAGE RATES

- 19.1 The wage rates applicable to this Agreement will be paid on the following components, Minimum Wage Rate, Service Pay and Disability Allowance. (The Disability Allowance has been absorbed into the Wage Rates).

- 19.2 In recognition of the employees' commitment to the provisions of this Agreement and the implementation of the Specific Work Practices related to matters pertaining to their work, attached at Schedule 1 to this Agreement, the Council will pay the following wage increases:

- 19.1.1 On the 5 September 2020 the value of Adelaide Consumer Price Index (CPI) for the June Quarter or 1.5% whichever is higher.

- 19.1.1 On the 5 September 2021, the value of Adelaide Consumer Price Index (CPI) for the June Quarter or 1.75% whichever is higher.

- 19.3 Annual tier increases will be received in the first full pay period after the entitlement falls due and will be back paid to the entitlement date.

- 19.4 Incremental wage will be received in the first full pay period after the entitlement falls due and will be back paid to the entitlement date.

- 19.5 It is acknowledged that further wage increases may be sought for the next round of Enterprise Agreement negotiations.

CLAUSE 20 - SPECIAL RATES AND ALLOWANCES

- 20.1 Special rates and allowances included in the Local Government Employees Award for operating different machinery or performing certain duties shall be absorbed under this Agreement.
- 20.2 No additional payment shall be made for work related allowances as listed in the Local Government Employees Award with the exception of Item 4 — First Aid Attendant Allowance. It is further agreed that an employee entitled to the payment of a First Aid Attendant Allowance shall be entitled to an increase in this allowance consistent with that outlined in Clause 18 as applied to Wage Rates.
- 20.3 No additional payment shall be made for work related expenses as listed in the Local Government Employees Award, with the exception of Item 1— Motor Vehicle Allowance.
- 20.4 Council will reimburse employees the cost of their drivers licence and any other licence required to be held specific to their position description, on presentation of a receipt.

CLAUSE 21 - INCOME PROTECTION COVER

- 21.1 Council to provide and will continue to hold for the term of this Agreement a policy to cover employees covered by this Agreement for personal accident and illness. The cover will be for 24 hours a day and will cover illnesses and accidents that occur outside working hours, including travel to and from work.
- 21.2 The benefits relate only to weekly earnings in accordance with the insurer's Income Protection Cover Policy.
- 21.3 When accessing Income Protection Cover, the employee shall be considered to be on leave without pay and no leave entitlements will be accrued while absent. Council will continue to pay superannuation, but allowances (ie phone and first aid), will not apply to the period of leave. The period of time absent on income protection will not break service, but shall not count towards service.

CLAUSE 22 - HOURS OF WORK

- 22.1 The parties recognise the need for flexible hours of working during peak times and to maximise the utilisation of available labour within the scope of Council's resources and seasonal factors.
- 22.2 Hours of work shall be based upon 76 hours per fortnight, with spread of hours being flexible by mutual agreement between employer and employee(s).
- 22.3 Hours will be spread over a nine day fortnight on a Monday to Friday basis each week, subject to the provisions of Clauses 24 and 25.
- 22.4 The standard hours of work under this Agreement shall be, 8 days at 8.5 hours each day and 1 day of 8 hours between the hours of 6.00 a.m. to 7.30 p.m. Monday to Friday with a total of 76 normal hours being worked over a nine day fortnight.
- 22.5 Employers will be entitled to 24 Rostered Days Off per calendar year on days as mutually agreed.

CLAUSE 23 - OVERTIME

- 23.1 This Clause shall be read in conjunction with Clause 24 of this Agreement.
- 23.2 It is agreed and undertaken by the Council that refusal to work unreasonable extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercising of this right.
- 23.3 It is agreed that from time to time there is a reasonable expectation on behalf of the Council for additional hours to be worked, e.g. for seasonal, climatic or work flow reasons. Therefore, employees are expected to work a reasonable amount of overtime when requested.
- 23.4 It is agreed employees shall work up to 76 overtime hours per year at ordinary rates. This 76 hours overtime may be paid (at single time) or accrued as TOIL (time for time) up to 26 hours. This clause shall be read in conjunction with Clause 23.5. Where an employee works programmed overtime on a RDO, these hours will not count towards the additional 76 hours.
- 23.5 For any overtime worked on any one day under a half an hour, this time shall be absorbed within the wage rates provided under this agreement and this overtime will be compensated in the form of Productivity Days provided in Clause 31.
- 23.6 All overtime worked in excess of the 76 hours being paid at the appropriate Award Overtime rate.

23.7 Examples of Programmed Overtime include:

- Travel to/from training before or after normal hours of work
- Programmed work on a weekend as directed by Manager or Team Leader
- Starting early or finishing late due to workload as directed by Manager or Team Leader
- Working at scheduled Council functions, ie Australia Day
- Community functions – setting up/removal of road closure signage
- Interment of Ashes on a weekend

23.8 It is agreed that employees will be given 24 hours notice for programmed overtime to be worked.

CLAUSE 24 - CALL OUTS

24.1 When an employee is called out for other than programmed overtime, the employee will be paid at the appropriate penalty rate in accordance with the Award for such hours worked. The call out arrangements are by mutual agreement between the employer and the employee.

24.2 When an employee is called out for work, other than programmed overtime, on a rostered day off the employee will be paid at the appropriate penalty rate in accordance with the Award that would normally be paid for call outs on a Saturday.

24.3 Payment for 'callouts' may be either:

- 24.3.1 Remunerated at the appropriate Award Penalty Rates, or
- 24.3.2 the employee may choose to take the hours worked as time off in lieu (TOIL), at the equivalent penalty rates.

CLAUSE 25 – TIME OFF IN LIEU (TOIL)

251 TOIL can be accrued to a maximum of 26 hours. Employees with accrued TOIL in excess of 26 hours may be directed by the direct line Manager or Chief Executive Officer to take time off equivalent to the excess hours.

252 TOIL may be granted at a time mutually agreed between the employee and direct line Manager or Chief Executive Officer. If the time off cannot subsequently be granted at the mutually agreed time, the employee will renegotiate another mutually agreed time.

25.3 TOIL must be taken by 30 June each year, unless the CEO authorizes it to be carried forward. Employees with accrued TOIL in excess of 26 hours, may be directed by the direct line manager or CEO to take time off equivalent to the excess hours. Any accumulated TOIL remaining on 1 July for which approval to carry forward has not been sought, will be paid out on a time for time basis.

CLAUSE 26 - ROSTERED DAYS OFF

- 26.1 Employer and all employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.
- 26.2 If a Rostered Day off falls on a Public Holiday, it will be taken on the following day, or at a mutually agreed time.
- 26.3 When a programmed RDO cannot be utilized due to work commitments, the RDO will be banked to be taken at an alternative mutually agreed time. Any such time worked will be paid at ordinary rates.
- 26.4 RDO's can be accrued to a maximum of 3 days.
- 26.5 RDO's must be taken by 30 June each year, unless the CEO authorizes the RDO's to be carried forward. Any accumulated RDO's remaining on 1 July for which approval to carry forward has not been sought, will be paid out on a time for time basis.

CLAUSE 27 - PERSONAL/CARERS/SICK LEAVE

- 27.1 The current Award entitlement of 10 days per annum for leave under this Clause is converted to 76 hours per annum.
- 27.2 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates. In order to achieve these goals, the following arrangements shall apply:
 - 27.2.1 Personal/Carers/Sick Leave will incorporate leave for employees who require time away from work for illness, for themselves or their immediate family or for other personal or family needs. In exceptional circumstances this leave can be extended by written application and agreement between the parties, with any extended leave granted being taken from the employees accrued personal/carer/sick leave.
 - 27.2.2 Where possible employees either directly or indirectly will give prior notice of absence for Personal/Carers/Sick Leave to enable the Team Leader or Departmental Manager to make required adjustments to work schedules.

27.2.3 In accordance with the Local Government Employees Award 1998, an employee will provide a medical certificate or other reasonable evidence of illness in the following circumstances:

27.2.3.1 Leave exceeding 2 consecutive days;

27.2.3.2 Leave taken as a single day, taken together (either side of) with a public holiday or rostered day off.

27.2.4 An employee, in circumstances other than that identified in Clause 27.2.3, shall be allowed a maximum aggregate of five days sick leave per annum without production of a medical certificate or reasonable evidence.

27.3 Subject to completion of 3 years of service, Personal/Carers Leave accrued with the Kingston District Council will be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated hours	Percentage Paid
153-228	6
229-304	8
305+	12

CLAUSE 28 – PARENTAL LEAVE

28.1 Parental Leave will be unpaid, except in the following circumstances:

28.1.2 An employee entitled to parental leave in accordance with Award, who is the primary care-giver, may apply to utilise up to 2 weeks of accrued personal/carers leave as paid maternity/adoption leave, after the birth/adoption of his/her child.

28.1.2.1 The employee may apply to utilise such leave at 50% of the employees pay rate to extend over a 4 week period.

28.1.2.2 The employee must have 2 years continuous service with Council prior to qualifying to access this provision.

CLAUSE 29 - ANNUAL LEAVE

29.1 Annual Leave may be taken in any manner agreed between the employee and the Departmental Manager provided that:

29.1.1 Leave shall be taken as a whole day unless otherwise approved by the employer.

29.1.2 Accrued leave due does not build up to exceed 300 hours.

29.2 Two (2) weeks notice is to be given for taking annual leave of one (1) week or more unless otherwise agreed with the Team Leader and Departmental Manager.

29.3 Annual leave loading shall be paid to all employees on the first pay day of December, in lieu of being paid at the time of taking annual leave. Any employee who has not accrued a full twelve month entitlement, shall be paid pro-rata leave loading.

29.4 Annual leave accrued, to a maximum of two (2) weeks per annum, by mutual agreement between the employer and employee can be cashed out provided that a minimum of two (2) weeks accrued paid leave per annum shall be available to the employee.

29.5 If an employee elects to cash out a portion of annual leave in accordance with Clause 29.4, the employee will retain that portion of annual leave cashed out and may access that leave on a 'leave without pay' basis within a 12 month timeframe of the leave being cashed out.

CLAUSE 30 - LONG SERVICE LEAVE

30.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA) include the "cashing out" provisions.

30.2 Long Service Leave accrued in the first 10 years of service must be taken, subject to Clause 30.3, by the completion of the 17th year of service. Departmental Managers are to ensure leave is taken within the allocated time, or other mutual arrangements are negotiated and agreed by Council and the employee.

30.3 Long Service Leave must be taken or "cashed out" at a time mutually convenient between Council and the employee concerned, in periods of at least two (2) weeks. Cashing out of accumulated Long Service Leave at the commencement of this Agreement shall be subject to approval by the Chief Executive Officer taking account of budgetary constraints and claims made.

30.4 Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service, in periods of at least two (2) weeks.

30.5 An employee may take Long Service Leave after seven (7) years of service in the following matter:

- Half pay, thus doubling the period of leave taken;
- Double pay, thus halving the period of leave taken;
- 'Cashing out' all or part of their accrued leave (subject to approval by the Chief Executive Officer taking account of budgetary constraints and claims made); or
- Taking the leave as normal.

30.6 Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrued) preserved at the higher amount of hour applicable at the time of the reduction in their hours of work.

CLAUSE 31- PRODUCTIVITY DAYS

31.1 In recognition of improvements to productivity, efficiency and unpaid overtime under Clause 23.5, permanent employees will be entitled to 2 paid productivity days. These days off shall be taken between Christmas Day and New Year's Day.

31.2 In addition to the productivity days, permanent employees will access annual leave, RDO's, leave without pay or accumulated TOIL to cover the Christmas closure period.

31.3 Employee's who have completed less than 12 months will be entitled to the provision of 'Productivity Days' on a pro rata basis.

31.4 With the approval of CEO, the Council depot will close over the Christmas/ New Year period commencing at 12 noon on the last business day before Christmas. Employees who are on leave before Christmas closure will not be afforded the grace period from 12 noon.

CLAUSE 32 - TRAINING AND DEVELOPMENT

321 Commitment to Training and Development

32.1.1 The parties recognise that there is a need to continually develop and maintain adequate and relevant training and development throughout all levels within the organisation and is committed to the ongoing training of all employees by providing Corporate Training and Professional Development opportunities.

32.1.2 An annual review with all employees will be conducted to ascertain current and future training needs and an agreed training and development program formulated. This shall be included as part of the annual staff appraisal process.

- 32.1.3 Appropriate training will be provided as required when changes to work practices are introduced.
- 32.1.4 The overall training plan for the organisation should be congruent with the strategic and organisational needs of Council and where possible identify timeframes for implementation.
- 32.1.5 Council will ensure that all employees have a fair and equitable chance to attend training programmes based on strategic and corporate objectives, outcomes of the Training and Development Plan and performance appraisal process.

32.2 Travel to conferences/training courses

- 32.2.1 A Council vehicle will be made available wherever possible for travel to and from authorised conferences, seminars, training and skill development and meetings.
- 32.2.2 When using the Council vehicle for authorised Council business, employees may use, responsibly, the vehicle for personal business given that the business does not deviate significantly from authorised route of travel.
- 32.2.3 If no Council vehicle is available, and the employee is required to use their private vehicle for Council's benefit, the employee shall be recompensed for that travel in accordance with the rates set out in Clause 8.1.3 of the Award.
- 32.2.4 If a Council vehicle is available, however the employee chooses to deviate significantly from the authorised route of travel and therefore chooses to take their own vehicle, or chooses to take their own vehicle for other personal reasons, Council will reimburse fuel costs at the actual cost incurred, upon presentation of tax receipts. In this circumstance no Council vehicle will be approved, and Clause 8.1.3 of the Award will not apply.
- 32.2.5 Outside of normal working hours all parties agree that time spent travelling on authorised Council Business, outside the Council district, e.g. conferences, training sessions or meetings shall be calculated as time for time and banked to the employees TOIL balance.
- 32.2.6 Should an employee wish to travel earlier or remain at the business destination to undertake private activities, and the employee does not qualify for accommodation in accordance with Clause 32.3, accommodation will be the responsibility of the employee.

32.3 Overnight Accommodation in Conjunction with Training

32.3.1 If travel on a day necessitates absence from an employee's place of residence of greater than 10 hours, overnight accommodation may be sought as part of the training application process.

CLAUSE 33 - PROTECTIVE CLOTHING AND WORK HEALTH, SAFETY AND WELFARE

33.1 All employees agree to abide by the requirements of the employer and the Work Health and Safety Act 2012, the Award and Council policies and procedures concerning Work Health and Safety, which includes the wearing of protective clothing provided by the Council.

33.2 Protective clothing provided to employees doubles as Council's uniform, and projects a professional image for the Council and promotes employees pride towards personal presentation to the general public. Accordingly, all employees shall wear the uniform when performing their duties.

CLAUSE 34 – TRANSITION TO RETIREMENT

34.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue to work full-time, to reduce their weekly working hours.

34.2 Employees who are within 12 months of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangements to retirement will be at the discretion of the Chief Executive Officer.

34.3 An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements and may access unpaid leave (provided that where other leave balances are available they are used in the first instance) to make up their substantive fortnightly pay under the following conditions:

34.3.1 The employee has completed at least five (5) years continuous service with Council;

34.3.2 The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;

34.3.3 The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.

34.3.4 The employee does not enter into any other paid employment for another employer during the hours for which they are being paid from their accrued leave entitlement;

34.3.5 The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and

34.3.6 The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act.

34.4 Employees may elect to retire earlier than the date originally nominated by the employee.

CLAUSE 35- MISCELLANEOUS

35.1 Payroll Deductions

351.1 Council will enable all employees, if they desire, to authorise payroll deductions in respect of union fees, Christmas club and social club deductions.

351.2. Employees who choose to have monies deducted from their pay in accordance with Clause 35.1.1, must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.

CLAUSE 36 - EQUAL EMPLOYMENT OPPORTUNITY

36.1 The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement will be within the parameters of the South Australian Equal Opportunity Act 1984.

CLAUSE 37 – MINIMUM CLASSIFICATION

37.1 All new employees employed by Council at a substantive grade before Municipal Grade 7 will move to Grade 7 after the successful completion of 1 year service.

CLAUSE 38 – WAGE STRUCTURE

38.1 Team Leaders to be remunerated in accordance with the classifications set out in the SA Municipal Officers Award (MOA) and pay scale in MOA Enterprise Agreement.

CLAUSE 39 - SIGNATORIES

THIS AGREEMENT is made at

DATED this 23 day of September 2020

SIGNED FOR AND ON BEHALF OF)
KINGSTON DISTRICT COUNCIL)

Not true
.....
CHIEF EXECUTIVE OFFICER

23 09/2020

In the presence of:

duBashoans
.....

23/09/2020

Witness

SIGNED FOR AND ON BEHALF OF)
AMALGAMATED AWU (SA) STATE UNION)

[Signature]
.....

24/9/2020

AMALGAMATED AWU (SA) STATE UNION)

In the presence of

[Signature]
.....

24/9/2020

Witness JESSE JOEL STEFANSON-BLOOMFIELD

APPENDIX A – WAGE RATES

Kingston District Council (Enterprise Bargaining) Agreement No. 11(2020)

SCHEDULE OF WAGE RATES

(2021 increased to be populated once CPI figure is known)

All rates are inclusive of minimum rate, service pay and disability allowance.

		Kingston 5/09/2020	Kingston 5/09/2021
	Actual/ Forecast Increase	1.5%	%
	Increment		
Level 1	1	964.53	
	2	977.67	
	3	989.47	
Level 2	1	1,006.19	
	2	1,019.30	
	3	1,030.94	
Level 3	1	1,048.81	
	2	1,061.88	
	3	1,073.70	
Level 4	1	1,100.26	
	2	1,113.36	
	3	1,125.16	
Level 5	1	1,135.60	
	2	1,148.66	
	3	1,160.49	
Level 6	1	1,165.81	
	2	1,178.91	
	3	1,190.73	
Level 7	1	1,195.94	
	2	1,209.01	
	3	1,220.80	
Level 8	1	1,223.65	
	2	1,236.74	
	3	1,248.55	
Team Leaders			
Level 9	1	1,308.97	
Level 10 (Refer MOA Level 5)	1	1,654.12	
	2	1,690.12	
	3	1,726.20	
Level 11 (Refer MOA Level 6)	1	1,786.13	
	2	1,846.03	
	3	1,906.11	
Level 12 (Refer MOA Level 7)	1	1,966.13	
	2	2,026.06	
	3	2,086.08	
Level 13 (Refer MOA Level 8)	1	2,158.07	
	2	2,230.00	
	3	2,302.05	